

REMARKS**Summary**

Claims 1-37 are pending.

Interview

The Examiner is thanked for the courtesies extended to Applicant's representative during a February 9, 2006, telephonic interview in which the outstanding rejections were discussed. Applicant's separate record of the substance of the interview is contained in the remarks below.

Rejection Under 35 U.S.C. § 103(a) over O'Donnell and Stolfo

Claims 1-2, 7-8, 10-16, 19-23, 26-30, and 34-37 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0013739 to O'Donnell et al. (O'Donnell) in view of U.S. Patent Application Publication No. 2002/0022967 to Ohkada (Ohkada). In light of the remarks below, Applicant respectfully requests reconsideration and withdrawal of the rejection.

Claim 1 recites, *in an electronic delivery address service, a method comprising: receiving by the delivery address service via electronic communication, an electronic subscription from a subscriber, the received subscription including a mailing address of the subscriber;*

in response, the delivery address service electronically generating a substitute delivery address;

transmitting by the delivery address service via electronic communication the substitute delivery address to the subscriber, for the subscriber to use in an online purchase of a good;

receiving by the delivery address service via electronic communication, an electronic notification of either a request to deliver or an arrival of the purchased good, as a result of the substitute delivery address being used by the subscriber in the online purchase of the good; and

intervening by the delivery address service by electronically accessing and communicating the mailing address provided by the subscriber as part of said electronic subscription to a delivery service to facilitate delivery of the purchased good to the subscriber at the mailing address of the subscriber, wherein said mailing address accessed and communicated by said delivery address service is retrieved from a database of said delivery address service.

As is clearly shown in claim 1, control over the provision, storage, access and retrieval of the subscriber's provided mailing address resides with the delivery address service. The mailing address is provided by the subscriber during a subscription process. In response, a substitute delivery address is provided by the delivery address service. After the substitute delivery address is utilized, the delivery address service is notified and then intervenes in the process to provide the mailing address. Thus, it is the same party that provides each of these services.

In summary, claim 1 provides a delivery address service that (1) provides a substitute delivery address to a subscriber, (2) stores the mailing address provided by the subscriber during the subscription process, (3) stores and accesses the mailing address of the subscriber in its own database, and (4) intervenes in the shipping process to provide the mailing address of the subscriber.

In contrast, the methods of O'Donnell and Ohkada provide anonymous shipping addresses with embedded information that can be ascertained by multiple parties, such as a shipper or carrier. In such a method, the anonymous shipping address is embedded with information decipherable by an authorized party to effect delivery, or decipherable by an unauthorized party. One of the problems with encoded or embedded information is that the code may be broken, violating the anonymity of the code.

For example, Paragraph 29 of O'Donnell clearly provides for the use of an encoded, encrypted or disguised address. Furthermore, O'Donnell requires such an encoded address to then be decoded, decrypted or deciphered by a shipper in order to effect shipment. Thus, there must be a mechanism provided to the shipper to directly decode, decrypt or decipher the anonymous address.

Further, Ohkada provides for the use of an anonymous code. An anonymous code consists of numerals, characters or signs that have encoded information sufficient to allow for recovery of the correct mailing address from the anonymous code.

On the other hand, the methods of the presently claimed invention, as discussed above, utilize a substitute delivery address provided by the delivery address service, stored by the delivery address service, and then retrieved directly from a database of the delivery address service. The control information is thus not passed as part of the address and the control resides at all times with the delivery address service.

Information pertaining to the actual mailing address is not decipherable from the address, but rather is maintained in a database of the delivery address service. Thus, there is no code to be broken or hacked by some unauthorized party.

The claimed delivery address service further does not require the shipper, or any other party, to decode, decrypt or decipher the substitute delivery address at any point throughout the purchase and delivery cycle.

In addition, the claimed delivery address service is transparent to the retailer/shipper, etc. because it utilizes a substitute delivery address that does not alert the retailer/shipper to the use of a code and does not require the retailer/shipper to decode the address. This is not the case in either O'Donnell or Ohkada.

In O'Donnell the shipper must be able to decode, decrypt or decipher the correct shipping address from the code used by the purchaser. In Ohkada the retailer/shipper must have a system configured to utilize an anonymous code, thus requiring an adjustment of their standard systems to allow for the use of codes. As such, neither O'Donnell nor Ohkada provide the same level of anonymity as the presently claimed invention.

Thus, O'Donnell and Ohkada in combination do not teach or suggest the claimed delivery address service as discussed above.

Therefore, when viewed as a whole, claim 1 is patentable over O'Donnell and Ohkada individually and in combination.

Claims 15 and 22

Independent claims 15, 22, and 29 include in substance the same recitation as described for claim 1. Thus, for at least the above stated reasons, claims 15, 22, and 29 are not obvious and are patentable over the Office Action's proposed combination of O'Donnell and Ohkada.

Claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37

Claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37 depend, directly or indirectly, from either claim 1, 15, 22 or 29, incorporating their limitations. Therefore, for at least the same reasons discussed above, claims 2, 7-8, 10-14, 16, 19-21, 23, 26-28, 30, and 34-37 are patentable over the combination of O'Donnell and Ohkada.

Rejection Under 35 U.S.C. § 103(a) over O'Donnell, Ohkada and Yamada

Claims 3-6, 17-18, 24-25, and 31-33 are rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. 2002/0013739 to O'Donnell et al. (O'Donnell) in view of U.S. Patent Application Publication No. 2002/0022967 to Ohkada (Ohkada) and further in view of U.S. Patent No. 6,336,100 to Yamada (Yamada).

Yamada fails to overcome the deficiencies of O'Donnell and Stolfo discussed above. Thus, in light of the amendments to claims 1, 15, 22, and 29, and the remarks above, Applicant respectfully requests withdrawal of the rejection.

Therefore, based at least in part on their dependencies on claims 1, 15, 22, and 29, directly or indirectly, Applicant submits that claims 3-6, 17-18, 24-25, and 31-33 are patentable over O'Donnell, Ohkada and Yamada, whether alone or in combination, and thus are in proper form for allowance.

Furthermore, the express teachings of Yamada teach away from their combination with O'Donnell and Ohkada. Yamada teaches the discrimination of members of the shopping service by the provision of information to a retailer. That information can include an alternative location to which a good may be shipped. However, at all times the purchaser is known by the retailer and the shippers within the chain.

The present claims clearly maintain the anonymity of the user. The mailboxes merely provide a defined physical location that comprises the substitute delivery address. That address is determined by the electronic delivery address service, and is further transparent to the retailer/shipper.

Therefore, as stated above claims 3-6, 17-18, 24-25, and 31-33 are patentable over O'Donnell, Ohkada and Yamada, whether alone or in combination.

CONCLUSION

Applicant has endeavored to address all of the Examiner's concerns as expressed in the outstanding Office Action. If there are any remaining concerns, the Examiner is invited to contact the undersigned at the number below.

In light of the above remarks, Applicant submits claims 1-37 are in condition of allowance. Early issuance of Notice of Allowance is respectfully requested.

The Commissioner is hereby authorized to charge shortages or credit overpayments to Deposit Account No. 500393.

Respectfully submitted,

SCHWABE, WILLIAMSON & WYATT, P.C.



Steven J. Prewitt
Registration No. 45,023

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Pacwest Center, Suites 1600-1900
1211 SW Fifth Avenue
Portland, Oregon 97204
Telephone: 503.796.2844

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